



21 Beauvoir Avenue
Matakatia Bay
Whangaparaoa
Auckland 0930

T: +64 (0) 9 428 3885
e-mail: info@weddingbandnz.com
Web URL: www.weddingbandnz.com

Agreement and Terms of Business

This agreement has been made on ___/___/_____ between Poker Face and _____ (herein referred to as the "contractor/s").

On signature, the contractor/s agree to be bound by the terms and conditions contained herein.

This agreement relates to the following information:

Name(s) of Contractor/s: _____

Physical Address: _____

Contact telephone: _____

Email Address: _____

Event Date: _____

Event type: _____

Times: _____

Entertainer: **POKER FACE ENTERTAINMENT**

Type of Entertainment
or Service: _____

(Please Note: The "Your Song" Bespoke Music service is bound by it's own distinct Agreement and Terms of Business and is separate from this Agreement and Terms of Business)

Event Location/: _____

Expected Number
of guests: _____

Special Instructions: (please refer to appended additional information sheet)

Total Cost: \$ _____

Deposit of 20%: \$ _____ - secures your booking with Poker Face Entertainment

Balance Remaining: \$ _____ - payable no later than 7 days prior to the Event Date
(or by cash at time of arrival on the day of the event)

The total cost can be paid at any time prior to the Event Date

All figures quoted are in New Zealand dollars. No GST is payable.

Account for payment: Poker Face, Kiwibank, 38 9010 0118759 00 or via the PayPal link on our website.

Please return a signed and completed copy of this form together with your payment to reserve your booking. Upon receipt, Poker Face Entertainment will furnish you with a formal letter of confirmation.



THE SAFE BET FOR YOUR EVENT

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1. Poker Face agrees to provide high quality sound and lighting equipment, live performance (and DJ and/or MC services as per agreement) at the event address and as per the agreed times.
2. In the unlikely event of any unforeseen circumstances such as death, serious illness or injury to any members of Poker Face; unexpected mechanical delays or failures; or acts of nature, Poker Face agrees that all efforts will be made to secure other appropriate entertainment and/or equipment for the event. If for any reason this is not possible the Contractor's deposit and balance shall be refunded in full by Poker Face, PLUS an additional 25% of total agreed fee.
3. Poker Face guarantees that, as per Clause 2 (above), the members of Poker Face will be Tony McGeough and Sharon McGeough personally.
4. Should the Contractor/s cancel the event; Poker Face Entertainment shall retain the paid deposit by way of liquidated damages unless the date can be rebooked for at least the same total fee. All efforts will be made to reschedule dates, where possible and subject to further deposit. Any cancellation MUST be made in writing. In addition, the following fees (a percentage of the balance owed in addition to the paid deposit) will apply:

0-7 DAYS	8-14 DAYS	15-29 DAYS	30-89 DAYS	90 DAYS+
100% of balance	75% of balance	60% of balance	\$50	Nil

5. It is and integral part of this agreement that all cancellation fees must be paid within 14 days of the date of cancellation
6. In order to ensure that there are no non-appearances or let downs all verbal agreements are confirmed by the signing of a written agreement. In the event of very short-notice bookings, the written agreement may be sent after the event for your records. The non-return of duly signed contracts does not constitute a cancellation and all verbal agreements will remain in force.
7. For outside performances, the contractor/s shall provide side/overhead shelter for any and all equipment. In the event of inclement weather that the provided shelter cannot protect, Poker Face reserve the right to cancel said performance without prejudice and all performance fees owed are still payable in full.
8. For indoor evening reception performance, the contractor/s shall ensure that a suitable and safe performance area is available with at least two electrical sockets that conform to current New Zealand electrical safety standards.
9. Poker Face reserve the right at any time to cancel the performance when it is felt that there is personal danger of injury to either the personnel of Poker Face or damage to the equipment from any member or guest of the contractor/s party. In such an event, termination of performance is without prejudice and all performance fees owed are still payable in full regardless of the time of performance. Any costs for damages incurred to equipment are the full and whole responsibility of the contractor/s.
10. Poker Face is not responsible for power outages and if such an event occurs, all performance fees are still payable in full. Poker Face shall endeavour to keep guests and/or patrons entertained until power supply is resumed until the end of the contracted time.
11. In the event of a dispute, both parties shall agree on a payment or refund amount. If no resolution can be agreed, the contractor/s agree that such matters shall be acted upon subject to the laws of the City of Auckland, New Zealand. If legal advice is sought to protect the rights of Poker Face, the losing party shall be responsible for the payment of all and any legal and court fees for both parties.
12. Poker Face is not booked to play for a set length of performance e.g. four hours, but between set hours e.g. 8pm until Midnight (or as otherwise agreed). If you have booked Poker Face for an 8pm start you should bear in mind that if they were expected to play in the same room in which you are dining you would have to vacate the room for 7.00pm. If you are running late for whatever reason and Poker Face cannot access the staging area, then Poker Face will do their best to be set up and ready to play as quickly as possible but are under NO OBLIGATION to extend our performance beyond the contracted time. For example - if Poker Face were to arrive at your venue for 6.30pm but don't gain access until 8pm, they may not be ready to play until after 9pm. Poker Face are under NO obligation to play until 1.00am as a consequence of circumstances out with their control. By all means feel free to ask Poker Face to play beyond the contracted time but this may be subject to an additional fee or politely declined - indeed the venue may not allow it! *We strongly recommend negotiating a later playing time at the time of the booking if you feel that this may be required but this may be subject to an additional fee (\$200 per hour or any part therein).*
13. The person(s) named, as the "Contractor/s" in this agreement, are responsible for all payments to Poker Face.

For and on behalf of the Contractor/s:

SIGNED _____ PRINT _____

SIGNED _____ PRINT _____

DATE ____/____/____

For and on behalf of "Poker Face":

SIGNED _____ PRINT _____

DATE ____/____/____